



**DEPARTMENT OF AIRPORTS**

# **Request for Proposals**

**Retail Concession Agreement**

*Sacramento International Airport*

**Mandatory Pre-Proposal Conference**

**Tuesday, April 12, 2016**

**10:30 A.M.**

**Proposals Due**

**Wednesday, May 11, 2016**

**2:00 P.M.**

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**Section 1**  
**DEFINITIONS**

As used herein, the following words and phrases shall have the meanings set forth below:

**1. ACDBE**

“ACDBE” means Airport Concession Disadvantaged Business Enterprise.

**2. Addendum**

“Addendum” means the written or graphic instrument issued in addition to the Request for Proposals (RFP) document which clarifies, corrects or changes the RFP and once issued by the County becomes part of the RFP.

**3. Agreement**

“Agreement” means the written Retail Concession Agreement between the County and each Selected Proposer covering the leasing of premises and permitted operations at the Airport as a result of this RFP process. See Attachment A of this RFP.

**4. Agreement Year**

“Agreement Year” means each twelve (12) calendar month period during the Term of the Agreement.

**5. Airport**

“Airport” means that portion of Sacramento International Airport operated by the Sacramento County Department of Airports as a public airport.

**6. Airside**

“Airside” means the airfield and the areas beyond security checkpoints and passport and customs control in the Airport terminals.

**7. Concessionaire**

“Concessionaire” means an Airport tenant or lessee, or its authorized representative(s), whose business is non-airline related, who sells goods and/or services for a profit.

**8. County**

“County” means County of Sacramento, a political subdivision of the State of California, as represented by the Sacramento County Board of Supervisors.

**9. Director**

“Director” means the Director of Airports of the Sacramento County Department of Airports, and his/her authorized representatives.

**10. Enplaned Passenger**

“Enplaned Passenger” means passenger boarding an aircraft at the Airport.

**11. FAA**

“FAA” means the Federal Aviation Administration of the United States government and any federal agency succeeding to its jurisdiction.

**12. Fiscal Year**

“Fiscal Year” means July 1 – June 30.

**13. Gross Revenues**

“Gross Revenues” means all monies received by or due to Concessionaire, its Subtenants or any other person selling goods or services for a profit in, at or from the Leased Premises for cash, credit or otherwise, without reservation or deduction for uncollected amounts, discounts (employee or advertised), credit card fees or charges, or collection costs, including, but not limited to:

- a. All sales and services occurring on the Leased Premises, including all orders that originate in, at, or from the Leased Premises, regardless of where delivery or performance is made;
- b. Orders that are made to and/or filled from the Leased Premises pursuant to mail, telephone, fax, catalog, Internet, or otherwise received, filled, or distributed from the Leased Premises;
- c. Any income resulting from transactions originating in, at, or from the Leased Premises, and deposits not refunded to customers; and
- d. Compensation of any kind received from a distributor or manufacturer for promoting or advertising any product on the Leased Premises or elsewhere at the Airport.

Gross Revenues shall exclude:

- a. All credits or refunds made to customers under such generally acceptable terms and conditions as are first approved in writing by the Director;
- b. All sums or credits received in settlement of claims for loss or damage to merchandise;
- c. All sales taxes, retailers’ excise taxes, Gross Revenues taxes, transaction taxes, or similar equivalent taxes paid to or collected by or payable by Concessionaire, its Subtenants or any other person conducting sales to customers in, at or from the Leased Premises, as are first approved in writing by the County as excludable items; and
- d. The amount of any gratuities paid or given by patrons or customers to or for employees of Concessionaire, its Subtenants or any other person conducting sales to customers in, at or from the Leased Premises.

**14. HVAC**

“HVAC” means heating, ventilating and air-conditioning.

**15. Landside**

“Landside” means all areas of the Airport not located on the Airside, as defined herein.

**16. Leased Premises**

“Leased Premises” means those certain premises to be leased to the Selected Proposers.

**17. LLC**

“LLC” means Limited Liability Company.

**18. MAG or Minimum Annual Guarantee**

“MAG” or “Minimum Annual Guarantee” means the minimum amount of annual Rent to be paid by a Concessionaire to the County.

**19. Minimum Facility Build-Out Investment**

“Minimum Facility Build-Out Investment” means the lowest investment per square foot for build-out of a concession that a Proposer can offer on Attachment B in order to be considered for award of an Agreement.

**20. Minimum Qualifications**

“Minimum Qualifications” means the minimum standards which have been established by the County and which must be satisfied by the Proposer before the Proposal will be evaluated at the next level.

**21. Notice of Award**

“Notice of Award” means the written notice by the Director to Selected Proposer stating that, upon compliance with the conditions stated therein, within the time specified, the Selected Proposer shall be offered the right to build-out and operate the proposed concession in the designated space or spaces at the Airport.

**22. Percentage Rent**

“Percentage Rent” means the amount payable to the County as Rent, which is based on a percentage(s) of Concessionaire’s Gross Revenues, as shown on Attachment C.

**23. Proposal**

“Proposal” means the document requested by this RFP and submitted to the County by a Proposer.

**24. Proposed Minimum Facility Build-Out Investment**

“Proposed Minimum Facility Build-Out Investment” means the minimum dollar amount per square foot that Proposer proposes to spend to build-out each concept if awarded an Agreement, as shown on Attachment B.

**25. Proposer**

“Proposer” means the individual, company, corporation, partnership or any other entity, submitting a response to this RFP which incorporates all the elements of a valid Proposal.

**26. Rent**

“Rent” means, for each Agreement Year, the MAG and the Percentage Rent.

**27. RFP**

“RFP” means this Request for Proposals document and any addenda issued as a result of the process.

**28. Selected Proposer**

“Selected Proposer” means the individual, company, corporation, partnership or any other entity that is awarded an Agreement as a result of this RFP.

**29. Sense of Place**

“Sense of Place” means the unique spirit, characteristics and flavor of the Sacramento Region, its culture and lifestyles as reflected in the region’s environment, history, industries and people.

**30. State**

“State” means the State of California.

**31. Subtenant**

“Subtenant” means any individual, company, corporation, partnership or other entity entering into an agreement with Selected Proposer, with the written approval of the County, to sublease all or any portion of its Leased Premises.

**32. Support Space**

“Support Space” means space used for office and/or storage purposes.

**33. Tenant Improvements**

“Tenant Improvements” means all improvements or alterations constructed and installed on the Leased Premises by Concessionaire, its agents, employees, Subtenants, contractors, subcontractors, licensees and/or representatives that are affixed in any manner to the Leased Premises and that have been approved by the County .

**34. TSA**

“TSA” means the Transportation Security Administration of the United States government, and any federal agency succeeding to its jurisdiction.

## Section 2

### GENERAL PROPOSAL INFORMATION

#### A. Introduction and Purpose

The County is soliciting proposals from concession operators to construct and operate retail concepts at various locations in Terminal A and B at the Airport. This RFP gives specific instructions regarding what to include and how to format the Proposal. If selected and subsequently awarded a Retail Concession Agreement (Agreement), the retail operations will be conducted in accordance with the terms and conditions of the Agreement as provided in Attachment A. Selected Proposers shall be responsible for re-modeling and finishing the assigned space in accordance with the Airport Tenant Design Manual, attached to the Agreement as EXHIBIT J. *(Please note that the Tenant Design manual is specific to Terminal B and was intended for use during construction of the building; however, it will be used as a guideline for the construction at the Airport.)*

#### B. Goals

The County's goals for the terminal concession program are summarized below and are not ranked in any particular order. Proposers are encouraged to consider these goals when preparing their Proposals.

- Create Opportunities for Qualified Operators
- Mix Local/Regional and National Market Presence
- Create a Sense of Place
- Enhance the Customer Experience
- Maximize Sales Through Competition



### C. Schedule

The anticipated RFP process schedule is shown below. This schedule is subject to change as determined by the County.

Event	Dates and Time
Issuance of RFP	March 18, 2016
Deadline for Submitting Questions	April 4, 2016 at 2:00 P.M.
Deadline to RSVP for Pre-Proposal Conference	April 8, 2016  (Attendee must RSVP by this date in order to participate in tour)
Mandatory Pre-Proposal Conference at:  Sacramento International Airport Terminal A Media Room 6850 Airport Boulevard Sacramento, CA 95837-1109	April 12, 2016 at 10:30 A.M.  (Tours of both Terminal A & B will be provided if attendee brings valid government issued ID)
Final Date for Questions and Clarifications	April 15, 2016
Addenda Issued, if necessary	Anticipated no later than April 21, 2016
Proposals Due  Director of Airports 6900 Airport Boulevard Sacramento, CA 95837-1109	May 11, 2016 at 2:00 P.M.  <b>Any Proposal received after this date and time will be returned as non-responsive.</b>
Tentative Interviews of Finalists by Selection Committee, if requested by County	June 8-9, 2016.  (Times to be determined and assigned)
Recommendations of Selection Committee Presented to County Board of Supervisors	July or August 2016
County Executes Agreements with Selected Proposers	August & September 2016  (Pending BOS approval)

### D. Additional RFP Documents

RFP documents can be obtained from the Airport's website, [www.sacramento.aero](http://www.sacramento.aero). If a Proposer is unable to access this site for a copy, one (1) copy of the RFP can be provided via U.S. mail at no charge by contacting Rosario Serrano at (916) 874-0911. Any additional copies will require a processing fee of \$0.25 per page.

## **E. Mandatory Pre-Proposal Conference**

A Mandatory Pre-Proposal Conference is scheduled for **April 12, 2016** at the Airport. This conference will be held from **10:30 AM to 12:30 PM** in the Terminal A Media Room, 6850 Airport Boulevard, Sacramento, CA 95837. The purpose of the conference will be to discuss the requirements and objectives of this RFP and provide a tour of the terminal concession areas. Airport representatives will be available to answer questions.

Proposers are required to submit any questions or requests for clarification in advance of the Mandatory Pre-Proposal Conference. All questions and requests for clarification shall be submitted to Angela Hourigan at [hourigana@saccounty.net](mailto:hourigana@saccounty.net); via US mail at, 6900 Airport Blvd., Sacramento, CA, 95837. Questions are to be received by the Airport no later than **2:00 PM on April 4, 2016**.

Please call Rosario Serrano (916) 874-0911 to make reservations to attend the Pre-Proposal Conference. **Reservations will be accepted for the Mandatory Pre-Proposal Conference through April 8, 2016.** No more than three (3) representatives from any one (1) registered company will be permitted to attend the Mandatory Pre-Proposal Conference. Please ensure that you have received confirmation of your reservation.

At the Mandatory Pre-Proposal Conference, the Airport representatives will attempt to answer all written questions received in advance. **Proposers should note that all questions pertaining to the RFP are to be submitted in writing prior to the Mandatory Pre-Proposal Conference, as directed above.**

Any clarifications or changes in the RFP requirements or Agreement that result from the Mandatory Pre-Proposal Conference will be made by written Addendum to this RFP. Included in the Addendum will be all questions submitted prior to and during the Mandatory Pre-Proposal Conference, the answers to those questions and a list of conference attendees. The County is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written Addendum. A copy of each Addendum will be posted at [www.sacramento.aero](http://www.sacramento.aero), and emailed to each person who attended the conference. Any Addenda so issued are to be considered a part of this RFP document. Therefore, receipt of all Addenda issued during this RFP must be acknowledged on the Addenda Acknowledgement Form (Attachment D) and included with your Proposal. Any Proposer failing to sign the Addenda Acknowledgement Form could be deemed non-responsive and may be disqualified from the Proposal process.

## Section 3

### GENERAL AIRPORT AND AIRLINE INFORMATION

#### A. Sacramento International Airport

##### 1. General Information

The County of Sacramento owns the Airport and it is operated by the Department. The Airport opened in 1967 and currently encompasses approximately 6,000 acres. The Airport is adjacent to Interstate 5, which is the major north/south artery that runs the entire length of California, Oregon and Washington and is located approximately 12 miles northwest of downtown Sacramento - 15 freeway minutes north on Interstate 5.

The Airport is self-supporting, and receives no city, County or state tax money. Airport tenant and user rents, fees and charges support the operating and capital budgets for the Airport. Over 2,000 people are employed at the Airport, including a Sheriff's bureau and TSA employees which oversee airport security.

Sacramento is the capital of California and the hub of government and commerce within the Sacramento River Valley region. The Airport's economic impact on the area is more than \$1.6 billion per year. The FAA ranked the Airport as the 42<sup>nd</sup> busiest airport in the United States (U.S.) based on 2014 enplanements.

##### 2. Demographic Data

The population of the Sacramento area was 2.95 million in 2008, with the secondary air service area providing homes to another 2.0 million people. The U.S. Department of Commerce, Bureau of the Census, has projected Sacramento Area average annual population growth rates to be approximately 5.4% in 2015 through 2020.

The Airport, which is classified as a medium air traffic hub by the FAA, is the primary commercial airport facility serving Sacramento County and eight (8) neighboring counties (Sacramento Area). Passengers from a ten (10) county outlying area provide a secondary air service area. The Airport primarily serves origin-destination passengers - in Fiscal Year 2014, 95% of enplaned passengers were origin-destination passengers.

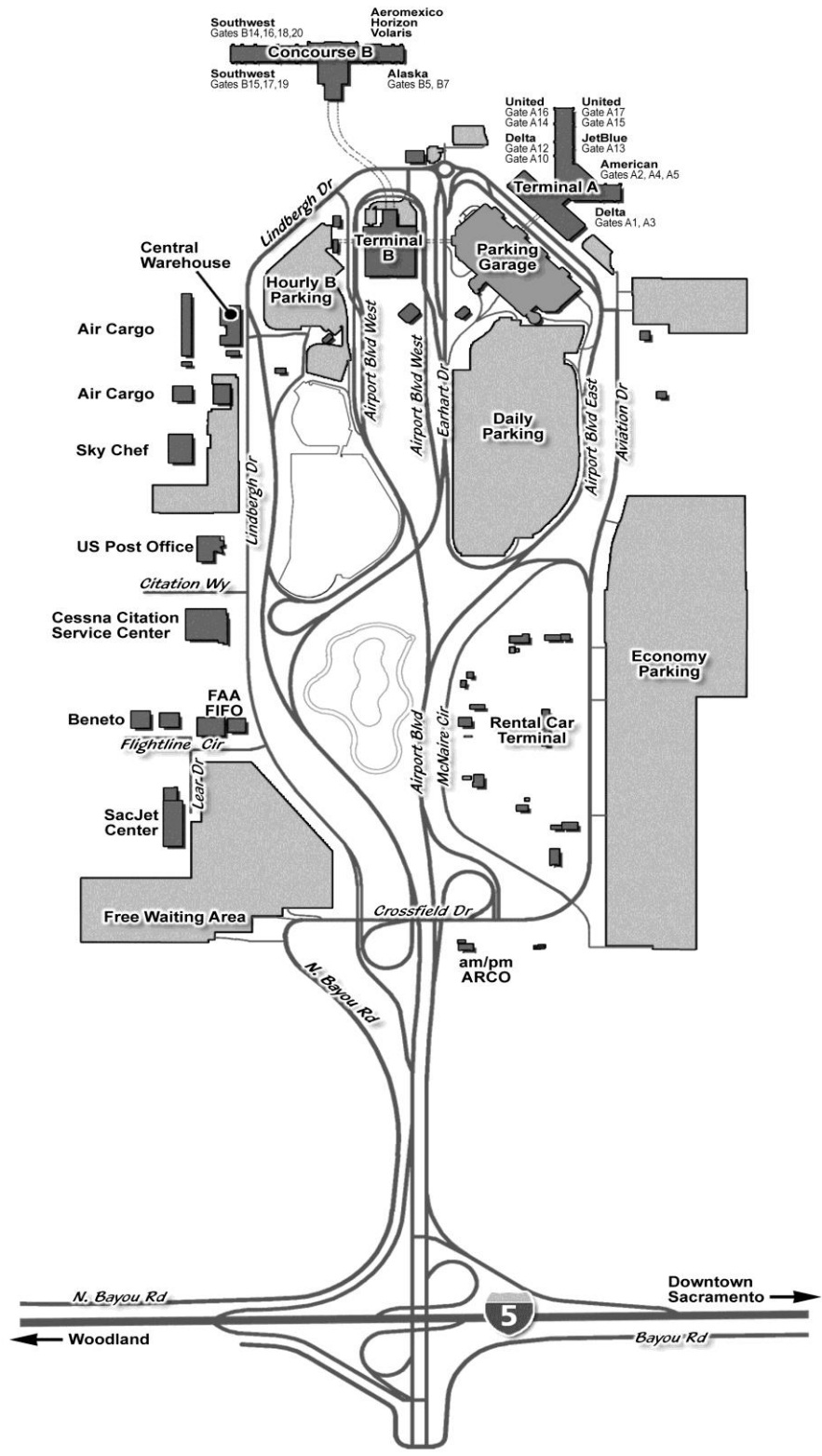
According to a passenger survey conducted in July 2014, business travelers account for approximately forty-one percent (41%) of the Airport's passenger traffic. The remaining fifty-nine percent (59%) were traveling for personal reasons.

Southwest Airlines Co. (Southwest) has accounted for about fifty-one percent (51%) of the Airport's passenger traffic since Fiscal Year 1998. The Airport's scheduled international service, which is provided by AeroMexico and Volaris to destinations in Mexico, varies with seasonality and averaged two (2) flights per day in Fiscal Year 2015.

##### 3. Existing Terminal Facilities

There are two airline terminals, Terminal A and Terminal B, with a total of 31 jet-level boarding gates. Wi-Fi Internet access is available to the public free of charge throughout both terminals. Disabled access, accommodations and services are provided throughout the terminals. ATMs are available pre- and post- security in both terminals.

The terminal locations and other facilities are shown in the Airport map below:



#### 4. Ground Transportation

Ground transportation at the Airport includes:

- On-Call Van Service, Taxi Service, ten (10) on-site Rental Car Companies and two (2) off-site Rental Car Companies;
- Transportation networks companies, Uber and Lyft;
- Inter-terminal shuttle service to various Airport locations such as parking, Rental Car area, General Aviation and Air Cargo area;
- Daily Yolobus service to and from surrounding communities and the Airport; and
- Daily scheduled ground transportation service to South Lake Tahoe and Napa Valley.

#### B. Airlines and Service

Sacramento International Airport currently averages approximately 126 scheduled departures per day. Approximately 4.6 million passengers enplaned at the Airport in Fiscal Year 2015.

##### 1. Major Carriers

The following table lists the airlines and the terminal they operate from at the Airport. The location of the airlines at the Airport is subject to change at any time prior to award of a concession agreement and there is not guarantee that the information in the table below will constitute the actual airline mix and location at the Airport throughout the Agreement Term.

Terminal A	Terminal B1
American	AeroMexico
Delta	Alaska
JetBluet	Hawaiian
United	Southwest
	Volaris

##### 2. Airline Service

**Frequent non-stops to 24 cities:** Atlanta, Boise, Burbank, Charlotte, Chicago, Dallas, Denver, Guadalajara (Mexico), Honolulu, Houston, Las Vegas, Long Beach, Los Angeles, Maui, Minneapolis, Ontario, Phoenix, Portland, Salt Lake City, San Diego, San Francisco, Santa Ana, Santa Ana, Seattle, Washington D.C.

**Convenient direct or through-flight service to 16 cities:** Albuquerque, Austin, Baltimore, Bozeman, Crescent City, Des Moines, Detroit, Indianapolis, Kansas City, Mexico City (Mexico), New York, Omaha, Orlando, Puerto Vallarta, Rochester, Tucson and all other major U.S. cities (and many international destinations).

C. Passenger Enplanements

<b>Enplaned Passengers - Terminal A</b>					
<b>Domestic</b>	<b>FY 2014/15</b>	<b>FY 2013/14</b>	<b>FY 2012/13</b>	<b>FY 2011/12</b>	<b>FY 2010/11</b>
American	513,537	0	0	0	0
Continental	0	0	0	122,147	164,364
Delta/Delta Connection	464,279	441,386	418,471	409,223	376,563
Hawaiian	0	0	0	0	86,557
JetBlue	133,803	126,981	0	0	0
United/United Express	497,034	526,367	524,521	457,621	470,294
US Airways/US Airways Expre	0	239,037	239,149	231,412	235,366
<b>Total Enplaned</b>	<b>1,608,653</b>	<b>1,333,771</b>	<b>1,182,141</b>	<b>1,220,403</b>	<b>1,333,144</b>

<b>Enplaned Passengers - Terminal B</b>					
<b>Domestic</b>	<b>FY 2014/15</b>	<b>FY 2013/14</b>	<b>FY 2012/13</b>	<b>FY 2011/12</b>	<b>FY 2010/11</b>
Alaska/Horizon	395,551	348,284	347,020	360,168	361,237
American	0	242,818	245,031	238,469	201,497
Express Jet	0	0	0	1,472	0
Frontier	0	0	64,822	124,788	134,887
Hawaiian	83,740	83,055	86,776	87,059	0
JetBlue	0	0	141,513	156,845	112,389
SeaPort	1,063	0	0	0	0
Southwest	2,457,441	2,300,805	2,301,785	2,243,558	2,319,462
Charter	193	2,752	5,424	0	0
<b>International</b>	<b>FY 2014/15</b>	<b>FY 2013/14</b>	<b>FY 2012/13</b>	<b>FY 2011/12</b>	<b>FY 2010/11</b>
Alaska	0	0	2,747	18,572	11,530
AeroMexico	46,435	36,033	29,484	27,970	0
Frontier	0	0	0	699	0
Mexicana	0	0	0	0	5,595
Volaris	35,521	28,202	13,525	0	0
<b>Total Enplaned</b>	<b>3,019,944</b>	<b>3,041,949</b>	<b>3,238,127</b>	<b>3,259,600</b>	<b>3,146,597</b>

For additional passenger data go to <http://www.sacramento.aero/scas/about/reports/>.

**Section 4**  
**CURRENT CONCESSION PROGRAM**

**A. Description of Current Retail Program**

There are currently four (4) companies operating a total of seven (7) retail units in Terminal A and six (6) companies operating a total of eleven (11) retail units in Terminal B. The existing retail concession agreements are between the County and:

Terminal A	Terminal B
Erwin Pearl	Brookstone
Goodfellows	Erwin Pearl
InMotion	Goodfellows
Paradies	Massage Bar
	Pacific Gateway Concessions
	Paradies

The retail concepts operated by these companies in the terminal buildings are listed in the tables below. Location maps depicting the existing retail locations in the Terminal A and B are included as Attachment H.

Terminal A	Concept	Location	Space No.
Erwin Pearl	Forever Silver (Jewelry)	Upper Level, airside	B23
Goodfellows	Goodfellows Shoeshine (Shoe shine services)	Upper Level, airside	B19
InMotion	InMotion Entertainment (Electronics)	Upper Level, airside	B22
Paradies	Capital Marketplace (Gift, news & convenience)	Upper Level, airside	B24
Paradies	Details (Women's accessories, bags & apparel)	Upper Level, airside	B21
Paradies	SMF TravelMart (Gift, news & convenience)	Upper Level, airside	B27
Paradies	PGA Shop (Golf apparel)	Upper Level, airside	B20

<b>Terminal B</b>	<b>Concept</b>	<b>Location</b>	<b>Space No.</b>
Brookstone	Brookstone (Electronics, gadgets & toys)	Upper Level, airside	B09
Erwin Pearl	Erwin Pearl - kiosk (Jewelry)	Upper Level, airside	B06
Goodfellows	Goodfellows Shoeshine (Shoe shine services)	Upper Level, airside	B27
InMotion (sub under Paradies)	InMotion Entertainment (Electronics)	Upper Level, airside	B11
Massage Bar	Massage Bar (Seated massage)	Upper Level, airside	B25 & B26
Pacific Gateway Concessions	US News and World Report (Gift, news & convenience)	Upper Level, airside	B02
Paradies	Good Day Sacramento/CW31 (Gift, news & convenience)	Upper Level, airside	B15
Paradies	Brighton (Jewelry, bags & accessories)	Upper Level, airside	B21
Paradies	Healthy Living - kiosk (Convenience)	Upper Level, airside	B24
Paradies	PGA Shop (Golf apparel)	Upper Level, airside	B20
Paradies	Visions of Eden (Specialty retail, apparel, gift & accessories)	Upper Level, airside	B12
Paradies	CNBC (Gift, news & convenience)	Upper Level, landside	B03
Paradies	Experience Sacramento (Apparel & accessories)	Upper Level, landside	B06

**B. Historical Retail Sales Data**

Approximate historical retail sales data for the retail concession program in Terminal A is shown below:

**Terminal A Retail Sales – All Locations**

<b>Fiscal Year</b>	<b>Gross Sales</b>	<b>Sales Per Enplaned Passenger</b>
2015/2016*	\$3,912,097	\$4.00
2014/2015	\$5,084,161	\$3.75
2013/2014	\$3,748,624	\$2.89

\* July through January 2016



Approximate historical sales data for the retail concession program in Terminal B is shown below:

**Terminal B Retail Sales – All Locations**

<b>Fiscal Year</b>	<b>Gross Sales</b>	<b>Sales Per Enplaned Passenger</b>
2015/2016**	\$6,283,920	\$3.31
2014/2015	\$11,059,000	\$3.39
2013/2014	\$10,761,302	\$3.50

**\*\* July through January 2016**

For additional sales data by concept, see Attachment H.

**C. Description of Current Food and Beverage Program**

The County currently has food and beverage concession agreements with HMSHost, SSP America, Vino Volo and Famous Famiglia for the non-exclusive right, privilege and obligation to install and operate food and beverage concessions in Terminal A and Terminal B at the Airport. There are no food and beverage opportunities available through this RFP, except for Space No. RFP 4, shown in Attachment F and described in Section 5 below.

**D. Historical Food and Beverage Sales Data**

Approximate historical sales data for the food and beverage concession program at the Airport is shown below:

**Food and Beverage – All Locations**

<b>Fiscal Year</b>	<b>Gross Sales</b>	<b>Sales Per Enplaned Passenger</b>
2015/2016***	\$17,638,798	\$6.13
2014/2015	\$28,405,773	\$6.14
2013/2014	\$27,288,552	\$6.22

**\*\*\* July through January 2016**

## SECTION 5

### CONCEPT DESCRIPTION AND AVAILABLE LOCATIONS

#### A. General Descriptions of the Concepts

The County requests Proposers to offer concession concepts that fit the following general descriptions:

- **Specialty Retail:** Offering merchandise generally consistent with a single theme or product category. (e.g., apparel, jewelry, fragrances and cosmetics, accessories, and gifts)
- **Traveler Services:** Offering amenities such as massage, pedicures, manicures, and shoe shine services.
- **Kiosks:** Offering specialty retail items and/or desserts. Sale of coffee and espresso-based drinks and tea for immediate consumption are prohibited at all kiosk locations.

The County is seeking a contemporary concession program, which includes retail concepts that offer quality products, value and time efficiency for the customer and that will reflect a Sense of Place. Proposers should develop their concession product mix, concept, and facility plans accordingly. In addition, the county is encouraging Proposers to incorporate established local, regional or national retail brands in their Proposals.

#### B. Number and Location of Available Retail Spaces

There are three (3) in-line Airside retail locations in Terminal A and six (6) kiosk and wall Airside retail locations available in Terminal B. These locations are shown on Attachment F.

#### C. Proposers May Be Awarded More than One (1) Concession Location

Proposers may propose on, and may be awarded, one (1) or more concession location, but the County reserves the right to award no more than one (1) concession location to any single Proposer. Proposals containing multiple locations will be considered. This includes proposals that have multiple locations in one (1) or both terminals at the Airport.

## Section 6

### PROPOSAL SUBMITTAL

This is the opportunity to clearly define your concept(s), your product assortment, the design, the financial proposal and other elements requested below. Please take the time to carefully read and understand the Proposal requirements. Format, organization and content are all important so that the Selection Committee can conduct an accurate and complete review of the Proposal. **The completed Proposal Checklist (Attachment K) is to be placed in the front of your Proposal for ease of reference.** Be sure to clearly show how the Proposer meets the Minimum Qualifications listed below and include all information requested in this section. If you have any additional information that may help the Selection Committee understand the unique differences between your Proposal and others proposing for the same concession location and or concept, please include that information.

The RFP evaluation process will include a set of specific focused reviews of each Proposal. Please prepare your written Proposal in the order requested.

Proposals will be evaluated in accordance with the Evaluation Criteria shown in Section 8. Clearly indicate the concepts and locations addressed by your Proposal.

#### **A. Minimum Qualifications**

Proposers must demonstrate that the Minimum Qualifications listed below have been met in order to have their Proposal considered.

1. Submit a complete Proposal
2. Attend the Mandatory Pre-Proposal Conference
3. Possess:

Three (3) or more years of continuous experience within the last five (5) years in the ownership, management, or operation of the proposed retail or service concept, or a similar concept, in an airport or other large public venue.

In order to be considered for an award consisting of more than one (1) location or concept, a Proposer must satisfy the above stated requirements in the years of experience as to each individual proposed retail or service concession for which it is proposing.

4. Be financially capable of performing the Agreement in the sole determination of the County.

If a joint venture, partnership or limited liability company (LLC) submits a Proposal, the entity holding a controlling interest in the joint venture, partnership, or LLC, (for example, majority voting rights in company decisions), must meet the Minimum Qualifications in order to be considered for award of the Agreement. If no single entity holds a controlling interest, then each entity in a group of entities comprising a controlling interest must meet all of the Minimum Qualifications for the joint venture, partnership, or LLC to be considered for award of the Agreement.

Proposers submitting a Proposal to operate a licensed or franchised facility must independently meet all requirements of the RFP and may not rely on the qualifications of the licensor/franchisor. Additionally, Proposers who are proposing to operate a licensed/franchised facility must provide a letter from the licensor/franchisor granting the rights to operate the license/franchise at the Airport, or stating that the terms of a license/franchise agreement have been agreed upon pending award of the concession

space. Licensors/franchisors may propose directly, however, their licensees/franchisees will be considered Subtenants and the licensor/franchisor must meet the Minimum Qualifications set forth above to be considered for award of an Agreement. Upon award of concession space, any Proposer submitting a licensed or franchised facility must provide the County with an executed copy of the license or franchise agreement.

## **B. Proposal Submittals**

One (1) original, five (5) copies and a CD or flash drive of the Proposal must be submitted in sealed in envelopes, and addressed to:

Director of Airports  
Sacramento County Department of Airports  
Retail Concession Proposal  
6900 Airport Boulevard  
Sacramento CA 95837-1109

Proposals must be received by the Proposal Due Date and time ("Proposal Due Date") at the address listed above. Any Proposal received after the scheduled Proposal Due Date and time will not be considered and will be returned unopened. The County reserves the right to postpone or cancel the scheduled Proposal Due Date and notice of such extension or cancellation shall be sent via an Addendum.

The Proposal submittal shall be securely bound and consist of the following documents in the sequence shown below. In order to have a Proposal considered by the County, the Proposer must submit a complete Proposal. Please insert a set of tabs to identify each part of the Proposal to facilitate quick reference. The Proposal requirements in this section are not meant to limit creativity in the presentation of a Proposal, rather to list the minimum elements that must be included in the Proposal. It is the Proposer's responsibility to incorporate all pertinent information to effectively present a Proposal and to communicate the Proposer's concept(s) and qualifications.

### **1. Cover Letter**

The cover letter shall identify the Proposer and will state other general information which the Proposer desires to include regarding the Proposer's business organization.

### **2. Executive Summary**

The executive summary will list important features of the Proposal and must include a statement demonstrating and certifying that the Proposer meets or exceeds the Minimum Qualifications of this RFP (detailing specifically how Proposer meets or exceeds the Minimum Qualifications). Clearly communicate how your organization would be the best operator for the proposed retail concession at the Airport.

### **3. Properly Executed Addenda Acknowledgement Form (Attachment D)**

Enclose a signed original Addenda Acknowledgement Form with the original Proposal. Proposer must include documentation of the requisite signature authority for the person or persons signing on behalf of Proposer.

**4. Properly Executed Letter to the Board of Supervisors (Attachment E)**

Enclose a signed original Letter to the Board of Supervisors with the original Proposal. The Letter to the Board of Supervisors shall be executed in the name of the business actually proposing to perform the Agreement, if awarded, followed by signature of the officer authorized to sign for the firm or sole proprietor and the printed or typewritten name of the officer signing the name and office held. Proposer must include documentation of the requisite signature authority for the person or persons signing on behalf of Proposer. In the event of a joint venture Proposal, officers authorized by both entities must sign the Letter to the Board of Supervisors form. The address and telephone number of the Proposer shall be typed or written on the form.

**5. Experience of the Proposer**

Describe the Proposer's specific experience with the ownership, management or operation of retail facilities. Proposer's experience description must include a representative list of its retail locations, the duration of time it has owned, managed or operated each location, and the sales at each location over the past five (5) years. Provide a valid and current reference contact familiar with the Proposer's performance for each location.

**6. Concept**

Proposer shall submit the following information in sufficient detail to clearly define the proposed concept for the location proposed and to allow it to be distinguished from other Proposals for the same location. Information provided by Proposer should focus on the following:

- a. Describe in separate detail for the proposed concept and location:
  - (1) The operating name, concept and theme proposed for the location;
  - (2) The rationale for selecting the proposed concept;
  - (3) How the Proposer's concept will provide quality products, value, and time efficiency for the customer; and
  - (4) How the Proposer's concept will contribute toward the creation of a Sense of Place.
- b. Submit the proposed product list for each location.
- c. Describe any unique attributes of the proposed concept and product list.

**7. Facility Design and Quality of Improvements**

Proposers shall submit the following preliminary plans in sufficient detail to facilitate evaluation of the quality and design of the proposed Tenant Improvements for the proposed location. Proposers should consult the Airport Tenant Design Manual (EXHIBIT J of the Agreement) in order to meet the County's requirements and specifications.

- a. A preliminary architectural rendering of each proposed concession location, indicating:
  - (1) The overall design concept for the space;
  - (2) General visual and color scheme;
  - (3) Fixtures and equipment and casework; and
  - (4) Image sign and graphic element and any other signage, including examples of promotional signage.
- b. A layout/space plan for each concession location which identifies the major display fixtures, circulation, customer queuing, cash wrap, and storage space.
- c. A materials board which demonstrates the quality and colors of the various materials to be used within the location including:
  - (1) Floor covering;
  - (2) Wall covering;
  - (3) Ceiling material and color; and
  - (4) Counter materials.
- d. A projected timeline/plan indicating all considerations required to ensure the location is open for business as soon as possible.

**Note: One material board is required for each concept/location. This material board should accompany the original Proposal and the material board shall not be larger than standard poster board size (28" x 22").**

## **8. Proposed Unit Management and Operations Plan**

Customer service, product quality, value and speed of service are primary concerns of the County. Proposers shall submit sufficient information to allow the Selection Committee to evaluate how your Management and Operations Plan will achieve the goal of operating a high quality "customer focused" operation. Include a description of your understanding of any differences you might expect between on and off-airport operations.

### **a. Proposed Staffing**

Please illustrate how the proposed location(s) will be managed:

- (1) Organizational chart specific to Airport operations;
- (2) Level of experience of the management team. Focus on Airport and regional staff where possible;
- (3) Staffing schedule to illustrate coverage of operating hours;
- (4) Staffing solutions in the event of delayed flights or flight anomalies after scheduled operating hours; and
- (5) Describe emergency contact procedures during hours when locations are not open.

b. Labor and Training Practices

Please provide the following information regarding the labor and training practices which will be used:

- (1) Employee Handbook;
- (2) Store Dress Code;
- (3) Describe recruiting techniques and sources of management and non-management labor; and
- (4) Briefly describe employee customer service and merchandising training and any training program unique to the proposed concept.

c. Maintenance Plan

Please provide a detailed plan of how the Leased Premises will be physically maintained in order to ensure the Leased Premises remain in like-new condition. Be sure to address:

- (1) Ongoing maintenance program policies and procedures for utility components, equipment, displays, fixtures, flooring, ceiling, etc.;
- (2) Repair and replacement policies and procedures for utility components, equipment, displays, fixtures, flooring, ceiling, etc.; and
- (3) Daily, weekly and monthly Maintenance Program logs.

d. Operating Plan

Please provide a detailed plan of how the operations will be conducted in order to ensure the concession facilities function in an efficient, effective and accountable manner. Be sure to address:

- (1) Plan to handle concessions servicing including delivery, storage, trash removal, and recycling, including anticipated amount of Support Space needed at the Airport;
- (2) Procedures for ensuring ongoing high quality store standards including, but not limited to; cleanliness of store, cleanliness of fixtures, and attractive, orderly display of products;
- (3) Credit cards and debit cards that you will accept;
- (4) Point of sale equipment and processes to be employed;
- (5) Operational audit practices to be implemented;
- (6) Ongoing procedures to evaluate unit productivity, and anticipated actions to be taken in the event of under-performing concept and products; and
- (7) Estimated delivery schedule.

e. Customer Service Plan

- (1) Describe the quality assurance procedures, guarantees and other customer service policies that you propose to implement at the Airport.
- (2) Explain the procedure/policy that you propose to implement at the Airport for handling customer complaints.
- (3) Describe the refund procedure/policy that you propose to implement at the Airport.

f. Pricing

The Airport Street Pricing Policy is set forth in EXHIBIT K of the Agreement. Proposers shall provide the following information:

- (1) Proposed prices for the products to be sold, along with the comparable locations used to establish prices;
- (2) The anticipated process and frequency regarding requests for proposed price changes; and
- (3) Please describe any employee or other discount program that Proposer proposes to implement if selected.

**9. Proposed Minimum Facility Build-Out Investment**

The Proposer shall complete and provide a Proposed Minimum Facility Build-Out Investment per Square Foot, on the form provided as Attachment B, for each proposed location as part of its Proposal. The Proposed Minimum Facility Build-Out Investment per square foot shall be no less than Three Hundred Dollars (\$300.00) for in-line stores and Two Hundred and Thirty Dollars (\$230.00) for kiosks/wall units.

**10. Financial Projections**

The Proposer shall provide a Pro-forma Operating Statement for each concession location, which shall indicate the Proposer's projected gross sales and expenses. A separate Pro-forma shall be prepared for each of the first five (5) years of operation, on the form provided as Attachment I. The Pro-forma shall be evaluated by the Selection Committee in terms of reasonableness; demonstrated understanding of the proposed location; viability of the proposed operation; and ability to fund continuing operations from cash flow generated by the business.

Please submit in writing the underlying assumptions and any additional documentation supporting sales projections for each location. Such information should not exceed one (1) 8.5" by 11" type-written page per location.

**11. Capital Investment**

Proposer shall submit a financing plan and indicate the source of funding to be used for space improvements and working capital, using Attachment J, Project Cost Analysis Form, for each location on which it is proposing.



## **12. Financial Background Information**

Include the following historical financial information for the Proposer. If Proposer is a joint venture, partnership or LLC, then the following information must be submitted for each separate entity in the joint venture, partnership or LLC:

- a. Proposer must attach audited financial statements for the past two years if available. If audited financial statements are not available, then all financial statements shall be certified by the Proposer's Controller, or Officer of the Company;
- b. Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles. Also include information about significant financial events, if any, that occurred subsequent to the closing date of the most recent financial statements. If entity is a sole proprietorship, please provide a Schedule C for the last two (2) years;
- c. Describe ownership of the Proposer;
- d. At least three (3) business and two (2) financial references;
- e. Detail any changes in financial position for the past two years; and
- f. Provide current Dun & Bradstreet or Standard and Poor's Summary, if available. If a summary is unavailable, state the reason.

## **13. Proposal Deposit**

All Proposers are required to provide, with their original Proposal, a Proposal deposit in the following amount of Three Thousand Dollars (\$3,000.00) for each location. A separate Proposal deposit is to be provided for each location for which Proposer is submitting a Proposal. No Proposal will be reviewed unless accompanied by a Proposal deposit.

Each Proposal deposit shall be provided in immediately available funds, in the form of a certified check, a cashier's check, or a proposal bond in such form and substance acceptable to the County. Checks should be made payable to the County of Sacramento. All Proposal deposits must not expire.

Proposal deposits will be held by the County until the selection process is complete. If you are notified that you have been unsuccessful or disqualified, your Proposal deposit(s) will be returned. If you are selected to operate at the Airport, your Proposal deposit will be held as a security/performance deposit until the execution of the Agreement, the construction of the store(s), and the substitution of the Proposal deposit with any surety bond/performance security that may be required, as noted in the attached Agreement. No interest will be paid to Proposer on the Proposal deposit.

Should a Selected Proposer fail to timely execute the Agreement or refuse to enter into an Agreement with the County, the entire sum of the Proposal deposit submitted by the Selected Proposer shall be immediately payable to the County, not as a penalty, but as liquidated damages. If the County and a Selected Proposer enter into and execute an Agreement, but the Selected Proposer subsequently is considered in default and subject to such penalties as provided in the Agreement, the Selected Proposer may be required to, but not necessarily limited to, forfeit all bonds, security deposits and other funds on deposit with the County.

**Section 7**  
**BUSINESS INFORMATION**

**A. General Requirements**

The Selected Proposer for each location shall have a non-exclusive right to install appropriate improvements and offer retail products and services at prices in accordance with the Airport's Pricing Policy (EXHIBIT K of the Agreement). Selected Proposers will be required to plan, design, build-out, maintain, manage, staff and stock, at their sole cost, their designated concessions in accordance with the Agreement and the Airport Tenant Design Manual. Design, furnishings, fixtures, equipment and finish materials for all tenant improvements must be approved through the review process outlined in the Airport Tenant Design Manual and approved by the County prior to construction and installation. All products and services to be sold must receive the County's prior written approval.

**B. Business Terms**

**1. Airport Occupancy Costs**

a. Rent

For the first Agreement Year of the Term, the Selected Proposer shall pay the proposed Percentage Rent, which shall not be less than the rates as shown on Attachment C, as and approved by the County. Beginning the second Agreement Year, and throughout the Term of the Agreement, Concessionaire shall pay the County the greater of the MAG or Percentage Rent. The MAG for Agreement Year two (2) shall be established at eighty-five percent (85%) of the Rent paid for Agreement Year one (1).

There shall be no Rent due during the design and construction period. Rent will commence on the first day the concession is open to the public at the Airport or as specified in the Agreement.

b. MAG Adjustment

After the first Agreement Year, each ensuing Agreement Year's MAG shall be set at eighty-five percent (85%) of the preceding Agreement Year's Rent according to the terms of the Agreement. However, in no event will the MAG for any Agreement Year of the Term of the Agreement be lower than the second Agreement Year's MAG.

c. Common Area Maintenance (CAM) Charge

A CAM charge in the amount of 0.3% of Gross Revenues from the operation of the retail locations shall be charged to Selected Proposers on a monthly basis. These percentages may be adjusted annually at the County's discretion based upon cost recovery calculations, but shall in no event be more than 1.0% of Gross Revenues.

d. Merchant Association Program (MAP) Fee

The Airport's merchant association is comprised of the concessionaires and Airport staff. MAP fees will be used by the merchant association to promote and advertise the concessions at the Airport. Concessionaires shall pay a MAP fee on a monthly basis in the amount of 0.3% of Gross Revenues. The percentage may be adjusted annually at the County's discretion based on cost recovery calculations, but shall in no event be more than 0.6% of annual Gross Revenues.

e. Trash Collection Fee

Concessionaire shall dispose of all trash, refuse, debris, and recyclable material in containers designated by the County in assigned common areas. Concessionaire shall not place or leave or permit to be placed or left, in any part of the common areas, trash, refuse, debris, or recyclable material unless otherwise authorized by the County to do so.

The County may, at any time, institute a trash and recyclable removal program and may therefore require the Concessionaire to pay a trash removal fee to be determined by the County based on cost recovery calculations, separate from CAM charges.

**2. Tenant Improvements Allowance**

County funds for Tenant Improvements are not available for this program.

**3. Agreement Term**

All Agreements are projected to have an interim period during which time Concessionaires shall develop their concession areas. The Agreement will be effective upon execution of the agreement by the County. The Agreement Term will commence on the first day the concession location opens to the public at the Airport and expires at the end of eighty four (84) full calendar months thereafter.

**4. Pricing Policy**

a. The Merchandise and Services Pricing Policy applies to concessions awarded under this RFP (see EXHIBIT K of the Agreement).

b. Concessionaires will be responsible for periodically providing product price comparisons to the County for similar items/services at similar retail facilities in the Sacramento Metropolitan area to assure compliance with this policy. Ballparks, arenas, etc. are not considered similar facilities and will not be used for this comparison.

**C. Airport Environment**

It is important for Proposers to note that the Airport environment presents the Concessionaire with a set of unique challenges which are not typical of an urban shopping center setting.

1. The Airport customer has a limited amount of time to spend in the retail facilities and must be served quickly.

2. Facilities must be open three hundred and sixty-five (365) days a year with operating hours and staffing levels reflecting the fluctuation in seasonal and daily passenger traffic.

3. Airport-wide major flight delays are not uncommon. The Airport is affected by weather not only here, but in other geographic regions as well. Your operation plan must be flexible enough to provide extended hours to accommodate the additional business and customer service opportunities these delays afford.
4. There will be scheduled hours for deliveries which do not conflict with the Airport's peak traffic time.
5. The Airport is a non-smoking facility.
6. Customers are primarily airline passengers traveling with carry-on luggage and in some cases, baggage carts. Concession facility designs must clearly accommodate these conditions.
7. Passengers often travel across time zones and are therefore ready to purchase retail merchandise at unusual hours.
8. Each Concessionaire employee is an ambassador for the Airport and the region. Training is essential and should include knowledge of the terminal areas and other services to travelers.
9. The Airport is subject to specific federal security requirements and Concessionaire will be required to abide by all current and future requirements at all times.

#### **D. Sales Reporting**

Concessionaires will be required to provide monthly and annual sales reports throughout the Term in accordance with the Agreement. The County prefers Concessionaires utilize a computerized reporting system and therefore reserves the right at any time during the Agreement, to request that the Concessionaire implement a computerized system designed to generate timely sales and Rent reports and to further modify the system from time to time. The Selected Proposers shall cooperate fully in the development and implementation of such a system.

#### **E. Delivery Information**

The Selected Proposers are responsible for delivery of their products and merchandise. There are three (3) dock areas, one (1) Landside at Terminal B and one (1) each Airside at Terminal A and B for receiving and subsequent distribution of goods to storage areas and concession locations at the Airport. The County, from time to time, may issue terminal delivery procedures that best allow for the safe movement of delivery vehicles at the Airport. The County may issue schedules of acceptable delivery times, locations, and points of access, and vehicle size restrictions by written notice. Currently there are no restrictions on vehicle size and large 18 wheelers are allowed to deliver Landside and Airside. The concessionaires operating at the Airport have electric golf carts for delivery escorts from the Airport delivery gates to the terminal dock areas. Please be aware that the Airport Central Warehouse is not available for concession deliveries.

Requirements for security screening of employees and goods are established by the Department of Homeland Security and may change from time to time throughout the Agreement Term. Concessionaires shall be responsible for complying with these requirements and any future requirements as well as any associated costs.

The Airport does operate under the security direction of the TSA. TSA has in the past, issued operational bulletins and restrictions upon notice that can impact concession operations. The County is obligated to meet these restrictions. Effort will be made to communicate new restrictions and procedures and will work with concessionaires to ensure their operations are minimally impacted.

#### **F. Support Space**

Support Space is available to lease in Terminal A and B for any Selected Proposer requiring such space. The Director shall have the authority to assign Support Space to Selected Proposers for office and/or storage uses directly related to Airport concession operations on the ground level of the Airside concourses and Landside terminal based on the total concession space under lease, on an as available basis. Retail Concessionaires with concession space in the Airside concourse may lease Support Space in the Airside concourse.

Support Space will be leased in as-is condition. Selected Proposers, at their expense as described in Section 9, Design, Approval, and Construction, will be responsible for constructing storage, office space and other desired Tenant Improvements, including any reduction in pre-established size of space, in their leased Support Space to meet their needs. Any such Tenant Improvements are subject to the prior written approval of the County and shall be completed in accordance with the Agreement.

Support Space will be available at the rate of \$37.79 per square foot per year (\$3.15 per square foot per month), subject to annual adjustment by the County based upon percentage increases in the "Consumer Price Index for All Urban Consumers (CPI-U: Selected Areas, All Items Index (1982 - 1984 = 100)) for the San Francisco – Oakland – San Jose, CA area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent twelve (12) month period for which such figures are available. Concessionaires are not obligated to rent Support Space, however, County may, at its sole discretion, require a Concessionaire to rent Support Space if the Concessionaire is unable to keep its equipment, goods and supplies within the Leased Premises. No more than ten percent (10%) of the space at each retail location serving the public may be used as Support Space.

## Section 8

### EVALUATION OF PROPOSALS

#### A. Evaluation Criteria

All Proposals meeting the minimum qualification requirements of this RFP will be reviewed to determine the highest scoring proposal. A Selection Committee will use the evaluation factors listed below in evaluating Proposals, weighted according to the number of points assigned to each evaluation factor. Proposals will be ranked from highest to lowest based on the total point scores received in the Selection Committee's evaluation. The County reserves the right to award a location to a lower scoring proposal based on meeting its stated objectives and to ensure that competing categories are not placed at or near each other.

**1. Concept Plan – 30 points**

Based on the perceived strength and quality of the proposed concept, the Proposer's rationale for selecting the proposed concept, the proposed product list, and the anticipated contribution of the proposed concept toward the creation of a Sense of Place.

**2. Capital Investment; Facility Design and Quality of Improvements – 20 points**

Based on the Proposed Minimum Facility Build-Out per square foot shown on Attachment B, the proposed design and functionality of the proposed Tenant Improvements, and the quality and durability of proposed materials.

**3. Experience and Quality of Past Performance – 20 points**

Based on the Proposer's years of related experience, and the quality and successfulness of past performance in the ownership, management and/or operation of retail facilities.

**4. Financial – 20 points**

Based on the perceived reasonableness of the Proposer's Pro-Forma Operating Statement shown on Attachment I, the underlying assumptions supporting the Proposer's sales forecasts, an assessment of the Proposer's ability to sustain its projected sales, the financing plan and source(s) of funding shown on Attachment I, the perceived ability of the Proposer to financially undertake the terms and conditions of the Agreement throughout the entire Term, and the projected revenues to be paid to the County.

**5. Management and Operations Plan – 10 points**

Based on the experience of the management team, the proposed staffing plan, the proposed labor and training practices, the proposed maintenance plan, the proposed operating plan, the proposed procedure(s) for providing high quality customer service, and proposed pricing.

## **B. Selection Process**

### **1. No Late Proposals**

Any Proposal received after 2:00 p.m. on the Proposal due date will be considered late and will not be evaluated by the County.

### **2. No Changes to Proposal**

Except as specifically provided in this RFP, no changes to the Proposal may be made by the Proposer during the evaluation period.

### **3. Evaluation of Proposals**

a. Proposals failing to meet Minimum Qualifications, including completeness, format and content, will be rejected without further evaluation and Proposer will be so informed in writing.

b. Each Proposal accepted by the County will be evaluated by a Selection Committee designated by the County.

c. Each Proposal will be evaluated to determine how well it meets the evaluation criteria outlined in this RFP.

d. The County reserves the right to request additional information from Proposers to clarify the meaning of any portion of the written Proposal.

e. Finalists may be required to make a presentation to Selection Committee members to explain the concept, design and business aspects of the Proposal and to respond to questions which might arise before and/or during the presentation.

### **4. County's Right to Negotiate Agreements**

The County reserves the right to negotiate Agreements with other retail companies outside of the RFP process, even if such companies did not participate in the RFP process.

## **C. Award of Agreement**

### **1. Execution of Agreement**

a. After completion of the evaluation process and the selection by the County of one (1) or more Proposers, the County will provide a letter of award to the Selected Proposers. The Selected Proposers shall fully execute and deliver to the County a signed Agreement within twenty (20) days after receipt of an Agreement in the form of the Agreement attached to this RFP, as such may be amended pursuant to any Addendum issued as a result of this RFP process. Should a Selected Proposer fail to execute and deliver the Agreement within twenty (20) business days, the Agreement award may be canceled by the County and the Proposal deposit will be retained by the County as liquidated damages.

b. By executing the Agreement, the Proposer represents that it has carefully examined and is familiar with the sites at which any portion of the Agreement is to be performed, and with the RFP, including all performance requirements. The Proposer represents and acknowledges that it has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality, and scope of the Agreement in full.

c. No information derived from inspection of County records or reports will in any way relieve the Proposer from its responsibility or from properly performing its obligations under the Agreement. Available County reports are provided as a convenience to the Proposer without any warranty whatsoever by the County. The Proposer shall make its own conclusions and interpretations from the data supplied by the County.

## **2. Construction**

Construction of the concession location may begin following the:

- a. Execution of the Agreement by all parties;
- b. Contingent upon release and availability of the space;
- c. Approval of Selected Proposer's design, construction drawings and construction schedule by the County and the County's Building Inspection Division; and
- d. Selected Proposer's receipt of all necessary approvals and permits from local, State and federal agencies.

See the Agreement for more specific construction requirements.



**Section 9**  
**DESIGN APPROVAL AND CONSTRUCTION**

**A. Design Review**

Following execution of the Agreement by the Director, the Selected Proposer shall promptly submit plans for design review to the County. The design review process is to ensure that plans conform to the Airport Tenant Design Manual and are in accordance with the Proposal accepted by the County. Upon request by the County, the Selected Proposers shall implement any design modifications requested in order to bring the plans into compliance with the Airport Tenant Design Manual and any and all local, State and federal requirements. Modified designs and layouts shall be resubmitted until approved by the County.

**B. Construction Permit Approval**

Following design review and approval by the County, the Selected Proposers shall begin preparing the contract/construction document drawings. This procedure is outlined in the Airport Tenant Design Manual. Construction permits are issued by the County of Sacramento Municipal Services Agency.

**C. Turnover Date**

It is the intention of the County to make the assigned concession space available to each Selected Proposer for construction as expeditiously as possible upon approval of the Agreement by the County Board of Supervisors and in accordance with the expiration dates of current concession agreements at the Airport.

**D. Condition of the Space at Turnover Date**

All spaces will be provided to Selected Proposer as previously occupied retail space. Each Selected Proposer will be responsible, at its cost, for the design, demolition and removal of interior fixtures and finishes, construction of new concept and equipping of its Leased Premises in accordance with the Airport Tenant Design Manual.

**E. Commencement and Completion of Construction**

Selected Proposers shall promptly commence construction upon receipt of all required approvals, permits and pursuant to the Agreement. It is the County's intent to have the Selected Proposers complete construction as expeditiously as possible and within the timeline identified in the Proposals selected.

**F. Coordination of Construction Activities**

During construction, the Selected Proposers will be required to coordinate their activities with County so that their work does not interfere with or cause a delay in any other activities and airline operations at the Airport.

## **G. Minimum Facility Build-Out Investment**

Concession locations at the Airport will be subject to intensive use every day of every year of the Agreement Term. Therefore, the County desires that concession locations be attractive, functional and constructed with high-quality finishes that are durable and capable of handling the continual use by passengers with their baggage. Concession locations must also be constructed in compliance with current requirements of the American with Disabilities Act.

A Minimum Facility Build-Out Investment requirement of Three Hundred Dollars (\$300.00) per square foot for in-line retail concession locations and Two Hundred and Thirty Dollars (\$230.00) per square foot for kiosk/wall unit retail concession locations has been established. Of this amount, not less than eighty-five percent (85%) must be expended on construction "hard costs" of materials, direct labor, equipment, finishes, signage, lighting, HVAC, and other construction costs exclusive of "soft costs" of design, engineering, construction supervision, permitting, specialist consultants, overheads, corporate construction administration, and other fees. Proposers should be aware that construction will need to take place largely in areas that are subject to tight security restrictions and that are within a busy working Airport. Proposers are encouraged to obtain experienced professional advice with regard to the cost and challenges of constructing Tenant Improvements at the Airport, and to familiarize themselves with the requirements of the County. The County will not be responsible for costs that exceed the Proposed Minimum Facility Build-Out Investment per square foot, as shown on Attachment B.

Each Selected Proposer will be required to document its construction costs and submit the final documentation to the County within the time frame and in the format described in the Agreement. In order to ensure that the committed investment is made, the Selected Proposers will be required to pay the County one hundred and twenty-five percent (125%) of any difference between the Proposed Minimum Facility Build-Out Investment and the actual concession build-out costs.

## **H. Construction Drawings**

Within sixty (60) days after filing a Notice of Completion, which is due within ten (10) days after construction completion, Selected Proposers shall furnish to the County one (1) complete set of electronic AutoCAD format Record Drawings and one (1) complete set of either pdf, dwf, or tif files showing the "as-constructed" improvements. Record Drawings shall be dated and stamped by the engineer or architect of record. Record Drawings shall be dated and stamped by the engineer or architect of record. Concessionaire's failure to submit construction drawings as required herein will result in financial penalties as detailed in the Agreement.

## **I. Mid-Term Refurbishment**

A mid-term refurbishment minimum investment of Twenty-five Dollars (\$25.00) per square foot per concession location is also required. This is a firm commitment to reinvest in the facilities and replace worn and damaged finishes. The refurbishment minimum is not for ordinary or deferred maintenance, which is an ongoing requirement, but a commitment to renew and replace worn surfaces such that it would constitute additional capital investment. The refurbishment requirement, which is an obligation to be satisfied during the fourth year of the Term, is subject to prior consultation and approval by the County.

**Section 10**  
**OTHER REQUIREMENTS**

**A. Utilities**

Each Selected Proposer, at its expense, must install individual utility meters where required by the County. Selected Proposers will be responsible for all utility costs (e.g., water, electric, and communications) associated with the Leased Premises.

**B. Sanitation and Refuse Removal**

Each Selected Proposer will be required to maintain the Leased Premises in a neat, clean and sanitary condition at all times. Selected Proposers will be responsible for removing refuse from its Leased Premises using covered, leak-proof receptacles and conveyances and delivering such refuse to the proper containers as identified by the County. The County reserves the right to require any Selected Proposer to provide garbage, trash, and recycling units at Selected Proposer's expense at locations as designated by the County. If such receptacles are shared with other Airport users, the cost shall be equitably pro-rated and subject to the approval of the County.

**C. Taxes**

Any and all fees and charges of whatever character that may be levied, assessed, or charged by any governmental entity including the County shall be paid directly and in a timely manner by the Selected Proposers.

**D. Insurance and Agreement Surety**

Selected Proposers must purchase and maintain, throughout the Term of the Agreement, insurance and Agreement surety of the types and in the amounts as prescribed in the Agreement.

**E. No Storage in Common Areas**

Selected Proposers are prohibited from storing any of their inventory, equipment, disposables, etc. in common use areas, unless otherwise approved in writing in advance by the County.

## **Section 11**

### **DISCLAIMERS**

- A.** Once the RFP is issued, Proposers and their representatives, agents, and affiliates (including their prospective Subtenants and Joint Venture partners, and the agents and representatives of any Subtenants or Joint Venture partners), shall not contact members of the Selection Committee, County staff or other County representatives to discuss or ask questions about the contents of this RFP, the Agreement, or the selection process. All questions shall be submitted in writing as described above. Inappropriate contacts can result in the Proposer's rejection or disqualification.
- B.** The County reserves the right in its sole and absolute discretion to choose to qualify or reject any or all Proposals which are in response to this RFP either on the basis of an evaluation of the factors listed in the preceding sections of this RFP or for other reasons deemed necessary.
- C.** Without limiting any of the foregoing statements and provisions of the preceding paragraphs, Proposers should recognize that the County's selection of an operator or operators either from among the Proposers responding to this RFP, or otherwise, as herein set forth will be made solely at the County's discretion regardless of the data submitted by any Proposer. The Selection Committee will evaluate the criteria listed, and such other factors as it considers appropriate, and will act with respect to its discussions, negotiations, and determinations as to whether or not to select an operator or operators in accordance with its judgment and in its sole discretion in its determination of its interests and regardless of whether any Proposer or any other interested person regards the County's determination as unreasonable, unfair, arbitrary, discriminatory or capricious.
- D.** Neither the expression of a Proposer's interest, nor the submission of a Proposer's qualifications and any other information, nor the acceptance thereof by County staff or the Selection Committee, nor any correspondence, discussions, meetings or other communications between Proposer and County or the Selection Committee, nor a determination that a Proposer is qualified hereunder shall impose any obligation to include Proposer in any such further procedures which may be utilized prior to the final selection of an operator, shall be construed or interpreted by Proposer to impose any obligations whatsoever to select Proposer as the operator, to discuss any proposal which the Proposer may submit, to enter into negotiations with Proposer, or shall entitle Proposer to any compensation or reimbursement for any costs or expenses incurred by Proposer in connection with the expression of Proposer's interest and the submission of Proposer's qualifications hereunder.
- E.** Neither the furnishing of this RFP to Proposer, the submission of any materials, documents, or other information by the Proposer, nor the acceptance thereof by County staff or Selection Committee, nor any correspondence, discussions, meetings or other communications between Proposer and County staff or Selection Committee, nor anything stated by County staff or Selection Committee in or at any such correspondence, discussions, meetings or other communications shall be construed or interpreted by Proposer to mean that the County has made a determination that Proposer is qualified to be an operator or shall be deemed to impose any obligations whatsoever to approve Proposer or to compensate or reimburse Proposer for any costs or expenses incurred in responding to the RFP.

- F.** The County may consult all personal, business and financial references familiar with Proposer's prior operations and construction or management of prior projects. Submission of Proposer's response to the RFP shall constitute permission for the County to make such inquiries and authorization to third parties to respond thereto.
- G.** Any information given to County staff or the Selection Committee in any correspondence, discussion, meeting or other communications between the Proposer and County staff before, with or after the submission of Proposer's response to this RFP, either orally or in writing, will not be or be deemed to have been, given in confidence and may be used or disclosed to others for any purpose at any time without obligation or compensation and without liability by the County of any kind whatsoever. The foregoing applies to any information, whether or not given at the invitation of the County or Selection Committee. Any statement which is inconsistent with the foregoing provisions of this paragraph whether made as a part of, or in connection with, any information received from Proposer or otherwise made at any time in any fashion, and whether made orally or in writing, shall be deemed null and void and of no force or effect.
- H.** Neither the County, nor any officer, agent or employee thereof, shall be subject to personal liability as asserted or as may be asserted by Proposer or otherwise held liable by Proposer as a result of any term or provision under this RFP or for any statement made herein.
- I.** The County reserves the right to cancel the award of the Agreement without liability to the Proposer at any time before the Agreement has been fully executed by all parties and by the County Board of Supervisors.
- J.** The County reserves the right to reject any and all Proposals received.
- K.** The County reserves the right to wave minor irregularities, clerical errors or other circumstances that may affect a Proposal submitted after the Proposal deadline.
- L.** The County reserves the right to select Proposers for the purpose of entering into Agreements on the basis of Proposals submitted or to negotiate with Proposers for modification of the successful Proposals. By submission of a Proposal, the Proposer agrees to be legally bound thereby if its Proposal is accepted by the County.
- M.** The County shall not be obligated to respond to any Proposal submitted, nor shall it be legally bound in any manner whatsoever by the receipt of a Proposal.
- N.** Any and all Agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the County, its officers, employees, or agents unless duly approved by the County.
- O.** Statistical information contained in these documents is for informational purposes only. The County is not responsible for any inaccuracies or interpretations of the statistical information provided during the RFP process. The County makes no representations as to the number of future enplanements and/or amount of future revenues.

**P.** Under the laws of the State of California (State), the Proposal submitted may be considered a public record after the selection of a Proposer and execution of the Agreement and, except as noted below, will be available for inspection and copying by any person after the award of the Agreement. Any proprietary or otherwise sensitive information contained in or with the Proposal is subject to potential disclosure. Information considered “confidential” by the Proposer may be submitted in a separate sealed envelope, with each page marked “Confidential Information”. The County will take reasonable efforts to protect any information marked as “Confidential Information” provided that such information meets the criteria of information exempt from public disclosure under the law. It is understood, however, that the County shall have no liability for disclosure of such information.

**Q.** No Proposal may be withdrawn without forfeiture of Proposal Deposit after it has been submitted to the County unless the Proposer so requests in writing and such request is received by the County before the Proposal Due Date.

**R.** In submitting the Proposal, the Proposer agrees that the Proposal will remain valid for one hundred and eighty (180) calendar days after the Proposal Due Date and may be extended upon mutual agreement.

**S.** The County encourages all businesses, including those owned and controlled by one (1) or more socially and economically disadvantaged individuals that can provide the desired product or service, to submit a Proposal. If you are currently certified as an ACDBE, please include a copy of your ACDBE certification letter along with your Proposal. Certification may happen at any time prior to award of an agreement; however, ACDBE status will not be evaluated in the award of an agreement. This information will be used for ACDBE utilization tracking purposes only.

If you are a business owned and controlled by one or more socially and economically disadvantaged individuals and you are not currently certified as an ACDBE firm, but you wish to receive information on how to become certified, please contact the State of California, Department of Transportation, Civil Rights Program at either (916) 324-1700 or (866) 810-6346. You may also visit their website at <http://www.dot.ca.gov/hq/bep/index.htm>.

**T.** More than one Proposal for the same space or combination of spaces, as defined and described in “Section 5, Concept Description and Available Locations” from any individual, company, corporation, partnership or other entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has a business or financial interest in more than one Proposal for the same space or combination of spaces will cause rejection of all Proposals in which such Proposer has such interest. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered.

**U.** Proposers must provide written clarification or additional information within two (2) business days to any written request for such information by the County during the Proposal review and evaluation process.

**ATTACHMENT A**

**Retail Concession Agreement  
Sacramento International Airport**

**(See Next Page for Agreement)**

## ATTACHMENT B

### *Facility Build-Out Investment Proposal Form*

**Submit one page for each location/concept proposed**

Proposer: \_\_\_\_\_

Retail Concept: \_\_\_\_\_

Space Number: \_\_\_\_\_

#### Facility Build-Out Investment

Type of Retail Unit	Total Minimum Required Investment per Square Foot (1)	Proposed Investment per Square Foot Hard Costs	Proposed Investment per Square Foot Soft Costs	Total Proposed Investment per Square Foot	Total Proposed Investment
In-line store	\$300.00	\$	\$	\$	\$
Kiosk/Wall Unit	\$230.00	\$	\$	\$	\$

Proposer is required to allocate not less than 85% of the Proposed Facility Build-Out Investment must be expended on construction "hard costs" of materials, direct labor, equipment, finishes, signage, lighting, HVAC, and other construction costs exclusive of "soft costs" of design, engineering, construction supervision, permitting, specialist consultants, overheads, corporate construction administration, and other fees.



## ATTACHMENT C

### *Percentage Rent*

The Percentage Rent payable to the County per concession location is listed by concept in the following table.

The County acknowledges that different Proposers may offer different concepts for the same location; therefore, the County shall retain the right to further negotiate locations and concepts with Selected Proposers.

Concept	\$0 to \$1,000,000	Greater than \$1,000,000
Specialty Retail	12%	14%
Traveler Services (e.g. shoe shine, massage or spa services)	10%	12%

## ATTACHMENT D

### *Addenda Acknowledgment Form*

Proposer acknowledges receipt of the following Addenda to the Request for Proposals:

<b>Addendum Number</b>	<b>Signature</b>	<b>Date</b>
1.		
2.		
3.		
4.		
5.		

# ATTACHMENT E

## *Letter to the Board of Supervisors*

Date: \_\_\_\_\_, 2016

TO: Honorable Board of Supervisors  
County of Sacramento, California

SUBMITTED BY:

Proposer: \_\_\_\_\_

Proposer's Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

SUBJECT: PROPOSAL FOR RETAIL CONCESSION AGREEMENT AT  
SACRAMENTO INTERNATIONAL AIRPORT

I, the undersigned, acknowledge that I have: carefully read and understand and examined the RFP, the attached draft Agreement and the proposed location(s) for the proposed retail operation(s); guarantee our Proposal meets or exceeds specifications contained in this RFP document; and warrant that if the Proposal is accepted, we will contract with the County of Sacramento in the form of a Retail Concession Agreement in the form attached and comply with the requirements of the RFP and the executed Agreement. Any exceptions are described in detail and all requested information has been submitted as requested.

I also affirm that I am duly authorized to execute the Agreement contemplated herein; that this company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer and that the contents of this Proposal as to rent, terms or conditions of said Proposal have not been communicated by the undersigned nor any employee or agent to any other Proposer or to any other person(s) engaged in this type of business prior to the official opening of the Proposal.

\_\_\_\_\_  
Print Name                      Print Title                      Signature

\_\_\_\_\_  
Print Name                      Print Title                      Signature

\_\_\_\_\_  
Print Name                      Print Title                      Signature

(If the Proposal is submitted by a corporation, the corporate seal must be affixed to the Proposal.)

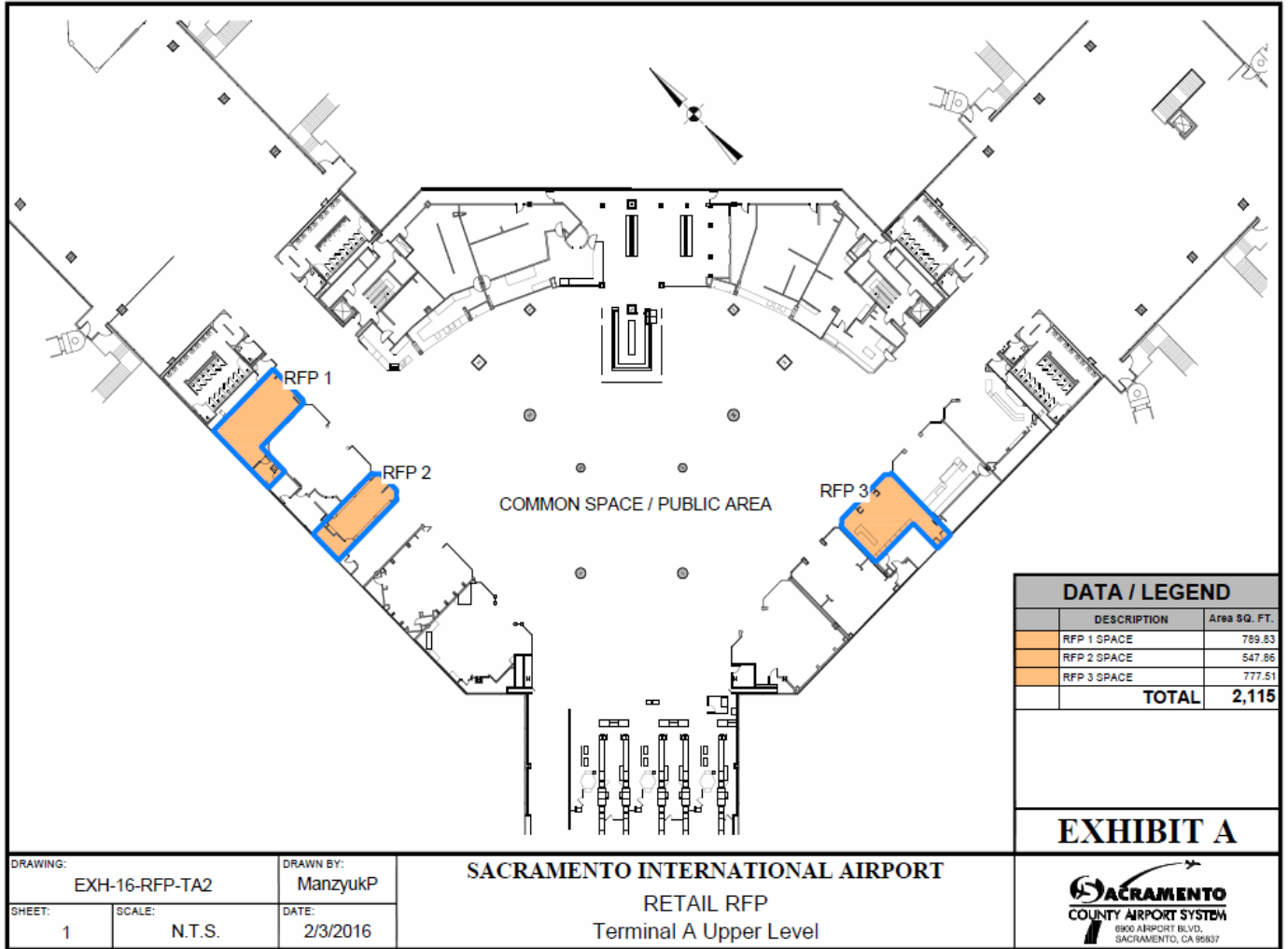
Seal

# ATTACHMENT F

## Available Concession Space Maps

### Terminal A

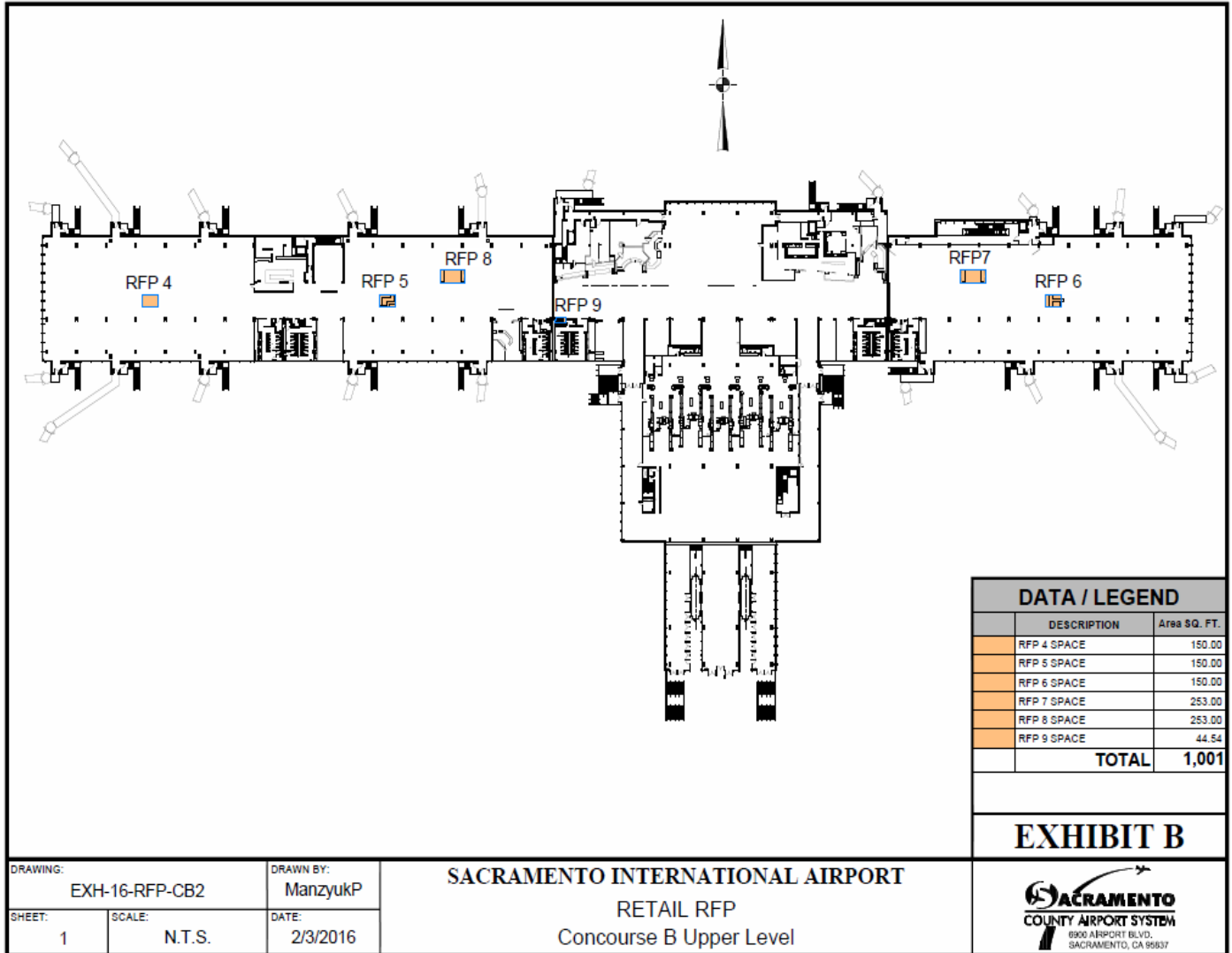
File: W:\AUTOCAD\Masters\mfl\Lease\Property\EXH-16-RFP-TA2 (Exhibit A) Updated: 2/3/16 Printed: 2/3/16-10:31am By: ManzyukP




- RFP 1 – Vacant In-line**
- RFP 2 – Erwin Pearl In-line, expires 8/31/2016**
- RFP 3 – Vacant In-line**

# Terminal B

File: W:\AUTOCAD\Master\smf\Lease\Property\EXH-16-RFP-CB2 (Exhibit B) Updated: 2/3/16 Printed: 2/3/16-10:27am By: ManzyukP



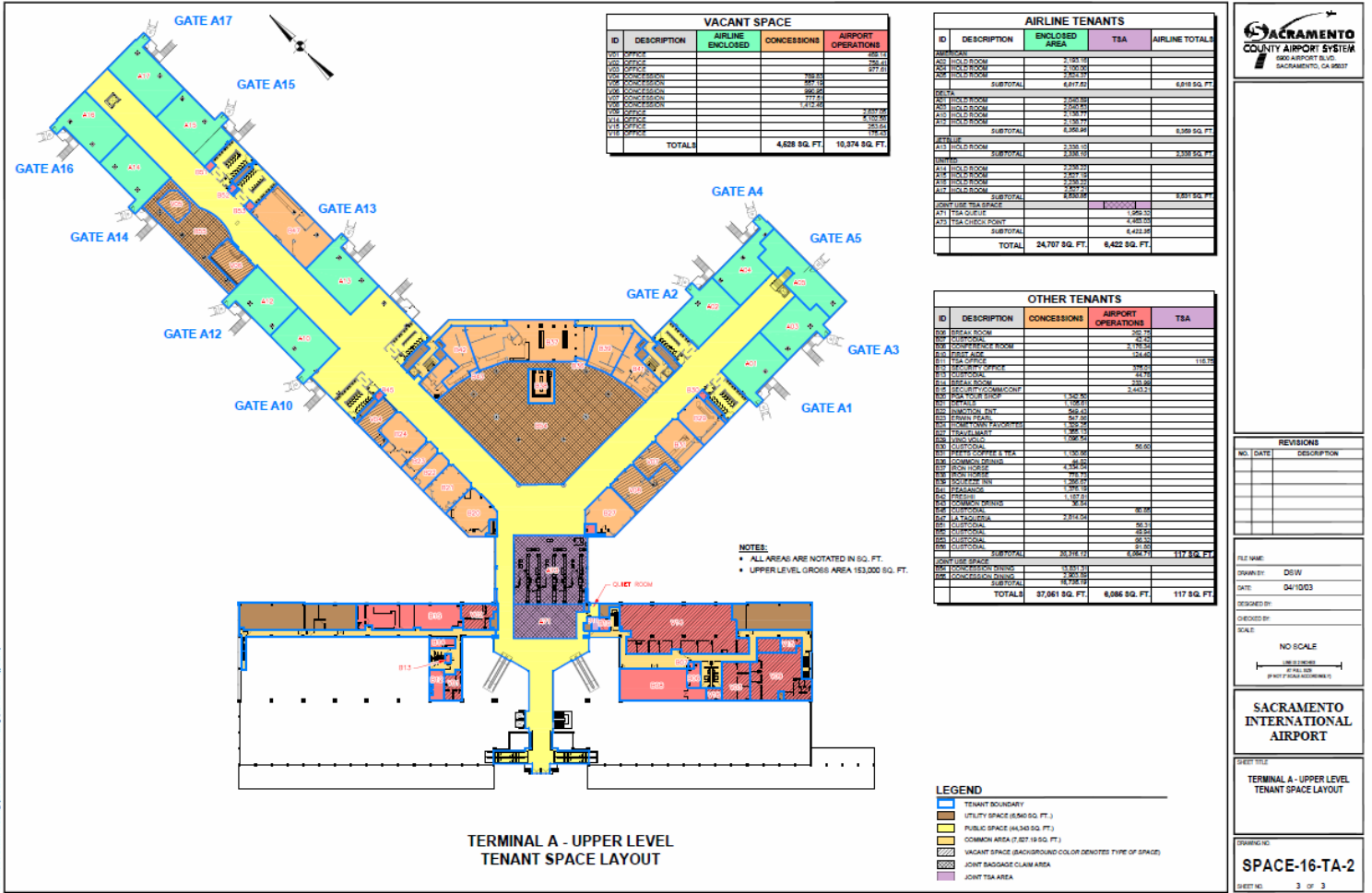
DRAWING: EXH-16-RFP-CB2		DRAWN BY: ManzyukP	<b>SACRAMENTO INTERNATIONAL AIRPORT</b> RETAIL RFP Concourse B Upper Level	 SACRAMENTO COUNTY AIRPORT SYSTEM 6900 AIRPORT BLVD. SACRAMENTO, CA 95837
SHEET: 1	SCALE: N.T.S.	DATE: 2/3/2016		

- RFP 4 – Vacant Kiosk**
- RFP 5 – Erwin Pearl Kiosk, expires 10/31/2016**
- RFP 6 – Healthy Living Kiosk, expires 10/31/2016**
- RFP 7 – Massage Bar Kiosk, expires 10/31/2016**
- RFP 8 – Massage Bar Kiosk, expires 10/31/2016**
- RFP 9 – Goodfellows Shoeshine Wall Unit, expires 10/31/2016**

# ATTACHMENT G

## Terminal A and B Concession Program Space Maps

### Terminal A





## ATTACHMENT H

### *Retail Sales by Concept*

<b>Terminal A</b>		Space No.	FY 15/16	FY 14/15	FY 13/14
Paradies	Details	B21	\$ 253,460.12	\$ 356,178.53	\$ 316,087.19
	TravelMart	B27	\$1,820,171.43	\$ 2,164,549.37	\$ 1,157,819.76
	Capitol Marketplace	B24	\$1,107,617.19	\$ 1,444,170.48	\$ 950,827.57
	PGA Tour	B20	\$ 233,878.64	\$ 389,953.16	\$ 341,711.95
	InMotion	B22	\$ 355,376.78	\$ 496,711.77	\$ 390,091.24
	Erwin Pearl	B23	\$ 137,936.39	\$ 228,096.30	\$ 175,571.53
	Goodfellows	B19	\$ 3,657.00	\$ 4,502.00	\$ 2,515.00
	<b>Total</b>			<b>\$3,912,097.55</b>	<b>\$ 5,084,161.61</b>

<b>Terminal B</b>		Space No.	FY 15/16	FY 14/15	FY 13/14
Paradies	Experience Sacramento	B06	\$ 178,636.52	\$ 331,625.84	\$ 308,583.45
	CNBC News	B03	\$ 322,528.42	\$ 597,148.64	\$ 631,079.22
	Brighton	B21	\$ 361,989.45	\$ 685,410.29	\$ 720,261.30
	Lacoste/PGA Tour	B20	\$ 102,711.54	\$ 189,752.35	\$ 210,291.06
	Good Day Sacramento	B15	\$1,701,272.21	\$ 3,092,893.90	\$ 2,908,603.96
	Visions of Eden	B12	\$ 292,951.91	\$ 568,823.75	\$ 500,496.53
	InMotion	B11	\$ 416,422.85	\$ 832,321.49	\$ 841,860.64
	Healthy Living	B24	\$ 179,784.10	\$ 386,248.45	\$ 424,972.32
	Pacific Gateway	Sacramento Bee/Eco Grounds	B43	\$ 292,964.32	\$ 503,811.14
Concessions	US News and World Report	B02	\$1,534,966.60	\$ 2,364,964.36	\$ 2,171,271.86
	Erwin Pearl	B06	\$ 268,696.09	\$ 466,732.42	\$ 453,184.32
	Brookstone	B09	\$ 427,454.82	\$ 672,698.52	\$ 711,326.41
	Massage Bar	B25&26	\$ 169,379.28	\$ 292,831.60	\$ 302,605.10
	Goodfellows	B27	\$ 34,162.00	\$ 73,707.00	\$ 74,279.00
<b>Total</b>			<b>\$6,283,920.11</b>	<b>\$11,058,969.75</b>	<b>\$10,761,301.70</b>



## **ATTACHMENT I**

### ***Pro-forma Operating Statement***

Proposers are required to submit a separate Pro-forma Operating Statement for each concession location using the format shown on the following page.

# UNIT PRO FORMAS

Provide one pro forma for each concession location

Proposer \_\_\_\_\_

Space Number \_\_\_\_\_

Area \_\_\_\_\_ (sq ft from concession space plan)

GROSS RECEIPTS (SALES)	Year 1		Year 2		Year 3		Year 4		Year 5	
		% of sales		% of sales		% of sales		% of sales		% of sales
<b>Sales (by category):</b>										
Specialty Retail		%		%		%		%		%
Traveler Services		%		%		%		%		%
<b>Total Gross Receipts</b>	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%
<b>Cost of Goods Sold (COGS)</b>		%		%		%		%		%
<b>Gross Profit</b>		%		%		%		%		%
<b>Other Income (please list):</b>										
		%		%		%		%		%
		%		%		%		%		%
<b>Total Income net of COGS</b>		%		%		%		%		%
<b>OPERATING EXPENSES</b>										
Payroll		%		%		%		%		%
Payroll taxes and employee benefits		%		%		%		%		%
Percentage rent		%		%		%		%		%
Franchise or license fees		%		%		%		%		%
Repairs and Maintenance		%		%		%		%		%
Support Space rent		%		%		%		%		%
Office, storage, distribution expenses		%		%		%		%		%
Utilities		%		%		%		%		%
Insurance		%		%		%		%		%
Credit card fees		%		%		%		%		%
Licenses and permits		%		%		%		%		%
Administrative & General		%		%		%		%		%
Other operating expenses (please list):		%		%		%		%		%
		%		%		%		%		%
		%		%		%		%		%
		%		%		%		%		%
		%		%		%		%		%
<b>Total Operating Expenses</b>	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
<b>EBITDA</b>		% of sales		% of sales		% of sales		% of sales		% of sales
Earnings before Interest, Taxes, Depreciation and Amortization	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
<b>Interest, Depreciation, &amp; Amortization Expenses</b>		%		%		%		%		%
<b>NET PROFIT OR LOSS BEFORE TAXES</b>	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
<b>Annual Gross Sales per sq ft</b>	\$		\$		\$		\$		\$	
<b>Annual Gross Sales per Enplaned Passenger in Terminal B</b>	\$		\$		\$		\$		\$	
<b>Annual percent change in Gross Sales from prior year</b>		%		%		%		%		%

## ATTACHMENT J

### *Project Cost Analysis Form*

Submit one page for each Package of Space proposed.

COST CATEGORY	AMOUNT
Planning and Development (design, construction, inspection, etc.)	\$
Furniture, Fixtures and Equipment	\$
Opening Inventory	\$
Working Capital	\$
Miscellaneous Opening Expenses (deposits, licenses, airport employee badging, etc.)	\$
Pre-Opening Payroll & Training Expenses	\$
Reserve/Contingency	\$
Other (please list):	\$
	\$
	\$
<b>Total Estimated Project Cost</b>	<b>\$</b>

Sources of Funding	Amount
<b>Total Funds Available</b>	<b>\$</b>

## ATTACHMENT K

### *Proposal Checklist*

Proposers to indicate Tab No. or other location in Proposal	Reference to RFP	Proposal Forms	Airport Checklist (Airport use only)
	<b>Section 6.B.1</b>	<ul style="list-style-type: none"> <li>Cover Letter</li> </ul>	
	<b>Section 6.B.2.</b>	<ul style="list-style-type: none"> <li>Executive Summary</li> </ul>	
	<b>Section 6.B.3.</b>	<ul style="list-style-type: none"> <li>Executed Addenda Acknowledgement Form (Attachment D)</li> </ul>	
	<b>Section 6.B.4.</b>	<ul style="list-style-type: none"> <li>Executed Letter to the Board of Supervisors (Attachment E)</li> </ul>	
	<b>Section 6.B.5.</b>	<ul style="list-style-type: none"> <li>Description of Proposer's experience, including references</li> </ul>	
	<b>Section 6.B.6.</b>	<ul style="list-style-type: none"> <li>Concept(s) Plan and Location</li> </ul>	
	<b>Section 6.B.7.a.</b>	<ul style="list-style-type: none"> <li>Preliminary architectural rendering of each concession location</li> </ul>	
	<b>Section 6.B.7.b.</b>	<ul style="list-style-type: none"> <li>Layout/space plan for each concession location</li> </ul>	
	<b>Section 6.B.7.c.</b>	<ul style="list-style-type: none"> <li>Materials Board for each concept/location</li> </ul>	
	<b>Section 6.B.7.d.</b>	<ul style="list-style-type: none"> <li>Projected timeline/plan</li> </ul>	
	<b>Section 6.B.8.a</b>	<ul style="list-style-type: none"> <li>Proposed staffing</li> </ul>	
	<b>Section 6.B.8.b.</b>	<ul style="list-style-type: none"> <li>Labor and Training Practices</li> </ul>	
	<b>Section 6.B.8.c.</b>	<ul style="list-style-type: none"> <li>Maintenance Plan</li> </ul>	
	<b>Section 6.B.8.d.</b>	<ul style="list-style-type: none"> <li>Operating Plan</li> </ul>	
	<b>Section 6.B.8.e.</b>	<ul style="list-style-type: none"> <li>Customer Service Plan</li> </ul>	
	<b>Section 6.B.8.f.</b>	<ul style="list-style-type: none"> <li>Pricing Plan</li> </ul>	
	<b>Section 6.B.9.</b>	<ul style="list-style-type: none"> <li>Facility Build-Out Investment Proposal Form (Attachment B)</li> </ul>	
	<b>Section 6.B.10.</b>	<ul style="list-style-type: none"> <li>Pro-forma Operating Statement(s) (Attachment I) with supporting assumptions</li> </ul>	
	<b>Section 6.B.11.</b>	<ul style="list-style-type: none"> <li>Project Cost Analysis Form (Attachment J)</li> </ul>	
	<b>Section 6.B.12.a.</b>	<ul style="list-style-type: none"> <li>Financial Statements</li> </ul>	
	<b>Section 6.B.12.b.</b>	<ul style="list-style-type: none"> <li>Balance Sheet and Income Statements If closely held corporation, Schedule C</li> </ul>	
	<b>Section 6.B.12.c.</b>	<ul style="list-style-type: none"> <li>Description of ownership of Proposer</li> </ul>	
	<b>Section 6.B.12.d.</b>	<ul style="list-style-type: none"> <li>Business and financial references</li> </ul>	
	<b>Section 6.B.13.</b>	<ul style="list-style-type: none"> <li>Proposal deposit</li> </ul>	